

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 5545 of 1987

For Approval and Signature:

Hon'ble MR.JUSTICE S.K.KESHOTE

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1. Whether Reporters of Local Papers may be allowed to see the judgements?
2. To be referred to the Reporter or not?
3. Whether Their Lordships wish to see the fair copy of the judgement?
4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
5. Whether it is to be circulated to the Civil Judge?

ANIL STARCH PRODUCTS LTD

Versus

UDESING CHHOGELAL & OTHERS

Appearance:

MR RP BHATT for Petitioner

MR SK JHAVERI for Respondent No. 1

None present for other Respondents

CORAM : MR.JUSTICE S.K.KESHOTE

Date of decision: 02/12/96

ORAL JUDGEMENT

1. Heard learned counsel for the parties. On 15th March, 1989 this court has made the order which reads as under:

Petitioner and respondent Nos. 2 to 5
have arrived at a settlement and submitted
consent terms. Petitioner's learned counsel Mr.
R.P. Bhatt, respondent Nos.2 and 3's learned

counsel Mr. K.S. Zaveri and respondent Nos.4 and 5's learned counsel Mr. A.H. Acharya admitted the consent terms on behalf of their respective clients and prayed that consent terms be recorded and the award passed by the 11th Labour Court, Ahmedabad be modified in terms of the consent terms. It is therefore, ordered to record the consent terms and modify the award passed by the Labour Court in terms of the consent terms. Rule made absolute in terms of the consent terms only so far as respondents Nos.2 and 3 are concerned. Direction as per clause (b) of paragraph 2 shall also be issued. This petition will survive so far as respondent no.1 is concerned.

In view of the aforesaid order, the petition survives only so far as the respondent no.1 is concerned. The petitioner has arrived at a settlement with respondent no.1 and that settlement has been filed on record of the Labour Court. On 10th August, 1983, the Labour court passed the order in terms of the settlement purshis Ex.8. As per clause 4 of the aforesaid compromise purshis submitted before the Labour court, the amount deposited by the petitioner before this court in pursuance of the order of this court dated 25th November, 1987 is required to be allowed to be withdrawn by the petitioner. This prayer has been made by the petitioner by filing C.A. No.6090 of 1996. The documents have also been brought on record by the said C.A..

2. The counsel for the respondent no.1 Shri S.K. Zaveri submitted that he has no instructions whatsoever from respondent no.1 regarding the settlement which is said to be arrived at between the parties. However, the documents have been produced on record and there is no question to raise any doubt on the correctness of the statements made in C.A.. Moreover, the copy of C.A. was given to the counsel for the respondent no.1 by the petitioner on 26th July, 1996 and till date no reply has been filed controverting the averments made in the C.A..

3. In view of these facts, the averments made regarding the settlement arrived at between the parties i.e. the petitioner and respondent no.1 are to be accepted and the clause 4 of the compromise purshis has to be given effect to. Order accordingly.

4. This Special Civil Application has now become infructuous in view of the settlement arrived at between the petitioner and the respondent no.1. However, the amount which has been deposited by the petitioner in

pursuance of the order of this court dated 25th November, 1987 is permitted to be withdrawn by the petitioner. Rule stands disposed of accordingly. The C.A. No.6090 of 1996 also stands disposed of in the aforesaid terms.

zgs/-